

PSJ1 Exh 45



MINUTES OF THE SEPTEMBER 11-12, 2017
MEETING OF THE STATE OF OHIO BOARD OF PHARMACY

Monday, September 11, 2017

10:03 a.m. The State of Ohio Board of Pharmacy convened in the Hearing Room, 17th Floor, of the Vern Riffe Center for Government and the Arts, 77 South High Street, Columbus, Ohio, with the following members present:

Megan E. Marchal, RPh, Presiding; Joshua M. Cox, RPh; Michael A. Moné, RPh; Richard J. Newlon, Public Member; Curtis L. Passafume, Jr., RPh; Jennifer M. Rudell, RPh; Fred M. Weaver, RPh; and Shawn C. Wilt, RPh.

Kilee S. Yarosh, RPh—Absent.

Also present were Steven Schierholt, *Executive Director*; Nicole Dehner, *Chief Legal Counsel*; Chad Garner, *Director of OARRS*; Eric Griffin, *Director of Compliance and Enforcement*; Chandra Galante, *Director of Licensing*; Steven Kochheiser, *Assistant Attorney General*; Sarah Ackman, *Associate Legal Counsel*; and Cameron McNamee, *Director of Policy and Communications*.

Mr. Garner introduced the new hearing room technology.

Mr. Cox gave the PAPC Committee update.

Mr. Passafume provided the MMAC Committee update.

Ms. Galante presented the Licensing report, providing an active license count, staffing, and upcoming licensing projects.

Mr. Griffin provided the Compliance and Enforcement report providing compliance case statistics and staffing updates.

Mr. Garner presented the OARRS/IT report.

Ms. Dehner provided the Legal update.

Mr. McNamee presented the Legislative update.

R-2018-062 Mr. Passafume moved that the Board approve the following Resolution:

Waiver of Pharmacist to Intern Ratio—NEOMED Flu Clinics

77 South High Street, 17th Floor, Columbus, Ohio 43215

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CASE NOS.
2016-1299-A
2016-1299-B

Giant Eagle Pharmacy #6501
c/o Shawna Ricker, RPh
1250 North Hamilton Road
Columbus, Ohio 43230
License No. 02-1311200

AND

Shawna Ricker, RPh
6878 Addenbrook Blvd.
New Albany, Ohio 43054
License No. 03-2-28255

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Giant Eagle Pharmacy #6501 and Shawna Ricker, for the purpose of resolving all issues between the parties relating to the Board investigation of the failure to report significant drug losses to the Board. Together, the Board, Giant Eagle Pharmacy #6501 and Shawna Ricker are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Giant Eagle Pharmacy #6501 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1311200 and Shawna Ricker is a licensed pharmacist under license number 03-2-28255.
3. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
4. Shawn Ricker is an Ohio-licensed pharmacist under license number 03-2-28255.

FACTS

1. On or about March 9, 2016, the Board initiated an investigation of Giant Eagle Pharmacy #6501, Terminal Distributor of Dangerous Drugs license number 02-1311200 and Shawna Ricker’s, license number 03-2-28255 related to Giant Eagle Pharmacy #6501 and Shawna Ricker’s failure to report significant drug losses to the Board.

2. On or about May 30, 2017 the Board sent a Notice of Opportunity for Hearing to Giant Eagle Pharmacy #6501 and Shawna Ricker, which outlined the allegations and provided notice of their right to a hearing, their rights in such hearing, and their right to submit contentions in writing.

3. On or about June 9, 2017, Giant Eagle Pharmacy #6501 and Shawna Ricker timely requested an administrative hearing, which was subsequently scheduled for December 12, 2017.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative or judicial proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.

2. Giant Eagle Pharmacy #6501 and Shawna Ricker neither admit nor deny the allegations stated in the Notice of Opportunity for Hearing letter dated May 30, 2017; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. Giant Eagle Pharmacy #6501 agrees to pay to the Board a monetary penalty in the amount of \$2,500.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the Board, 77 South High Street, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.

4. Giant Eagle Pharmacy #6501 agrees to:

a. Continue training staff in Best Practices, quarterly education meetings, and training pharmacy staff in loss prevention measures, including inventory, record keeping and security of controlled substances.

b. Continue training pharmacy staff on the company's controlled substance dispensing guidelines and other policies and procedures for the filing and dispensing of prescriptions for controlled substances and to the periodically review and revise such policies as appropriate.

c. Continue to evaluate and monitor the pharmacy's physical theft/loss prevention measures, which include, but are not limited to, the following:

- I. delivery personnel are escorted in and out of the pharmacy premises;
- II. cell phones are placed on silent and kept only in designated locations;
- III. personal belongings are stored in clear containers within designated area the is under constant video surveillance;
- IV. smocks cannot be worn outside pharmacy; and

- V. all controlled substances will be segregated in the order received and are verified against the invoice by a pharmacist.
 - d. Require Giant Eagle Pharmacy #6501 pharmacists to complete and/or repeat DEA continuing education on controlled substances; and
 - e. Continue to perform regular internal audits on controlled substance compliance with federal and state laws and regulations as well as compliance with company policies and procedures.
5. Shawna Ricker agrees to attend a Board-sponsored "Responsible Person Roundtable," within 6 months of the effective date of this agreement and provide proof of completion to the Board within 30 days of attendance. Proof of completion is to be e-mailed to legal@pharmacy.ohio.gov.
 6. Shawna Ricker must obtain 5 hours of approved continuing pharmacy education (0.5 CEUs), which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
 7. Giant Eagle Pharmacy #6501 and Shawna Ricker, or any subsequent Responsible Person, agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which Giant Eagle Pharmacy #6501 currently holds a professional license, including the Board on renewal applications or applications for a new license.
 8. Giant Eagle Pharmacy #6501 agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Giant Eagle Pharmacy #6501 of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Giant Eagle Pharmacy #6501 by the Board and will NOT discharge Giant Eagle Pharmacy #6501 from any obligation under the terms of this Agreement.
 9. Giant Eagle Pharmacy #6501 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 10. Giant Eagle Pharmacy #6501 understands that it has the right to be represented by counsel for review and execution of this agreement.
 11. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Giant Eagle Pharmacy #6501 will operate.

12. Giant Eagle Pharmacy #6501 and Shawna Ricker waive their opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, specifically withdraw their request for hearing in this matter, and waive any right to appeal.

13. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

14. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.

15. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

R-2018-087

Ms. Marchal announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE NO. 2016-2185**

**William Staric, RPh
4251 Wayne Street
Hilliard, Ohio 43026
License No. 03-1-14761**

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (OSBP) and William Staric, for the purpose of resolving all issues between the parties relating to the OSBP investigation of William Staric's failure to complete continuing education units. Together, OSBP and William Staric are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.

2. William Staric is a licensed pharmacist under license number 03-1-14761.

FACTS

1. On or about October 17, 2016, the OSBP initiated an investigation of William Staric, pharmacist license number 03-1-14761, related to William Staric's failure to complete continuing education units.